



**DEFENSE ENERGY SUPPORT CENTER
DESC-BZD, ROOM 2954
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222**



May 17, 1999

SP0600-99-R-0090

**SOLICITATION OF OFFERS
FOR
THE SALE OF
F76, DFM, FUEL, NAVAL DISTILLATE
AND
JP5, AVIATION, TURBINE FUEL**

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SECTION A - SOLICITATION

A.1 Introduction

The Defense Logistics Agency (DLA), Defense Energy Support Center (DESC), is soliciting written offers for the sale of approximately 161,227 United States Gallons (USG) of F76, DFM, Fuel, Naval Distillate; **and** 162,000 United States Gallons (USG) JP5, Aviation, Turbine Fuel, stored at the NATO terminal in Italy. The fuel offered for this sale meets F76, DFM and JP5 specifications. The deadline for the receipt of offers is 3:00 p.m., local time Fort Belvoir, Virginia, USA, on **May 21, 1999**. Offers should be based on the terms and conditions set forth in this solicitation.

A.2 Description

A description of the F76, DFM. fuel, Naval Distillate; and JP5, Aviation, Turbine Fuel offered for sale is listed in Exhibit "A". (See Section C.2).

A.3 Definitions

As used throughout this solicitation, the following terms shall have the meaning set forth below:

- a.** The term "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings for the U.S. Government.
- b.** The term "Government" means the United States Government.

SECTION B - PRICE

B.1 Preparation and Submission of Offers

- a.** There is no minimum offer for this fuel by barge.
- b.** All offers must be submitted on the form provided in Exhibit A, Fuel Offered for Sale. Offers are to be fully executed with an original signature appearing in Exhibit C, Sale of Government Property Negotiated Sales Contract. Offerors who fail to complete Exhibit C may be considered unacceptable.
- c.** Offerors shall use **Exhibit A** to indicate the quantity of fuel they desire to purchase. The offeror shall (1) enter the mode of pick-up to be used, (2) the quantity offered, (3) the unit price, and (4) the extended price for the quantity of each item in the "Total Offered Price" column.

- d. In addition to Exhibit A and Exhibit C, each offeror shall complete and furnish **Section H - Certifications** along with its offer.
- e. **Offerors must submit a draft letter of credit acceptable to the Contracting Officer and equal to 110 percent of the estimated contract amount (See Exhibit D).**
- f. Offers and modifications submitted by mail or hand delivered shall be enclosed in a sealed envelope and addressed to:

ATTN: BID CUSTODIAN, DESC PCC, Room 3729
Defense Energy Support Center
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, Virginia 22060-6222

- g. When submitting your reply, the envelope used must be plainly marked with the name and address of the offeror in the upper left corner, and the solicitation number, SP0600-99-R-0090, in the lower left corner on the face of the envelope.
- h. Offers are to be entered in the space(s) provided on the offeror's Worksheet contained in Exhibit A. By the submission of an offer, the offeror agrees to be bound by the terms and conditions of this solicitation.
- i. In compliance with the solicitation, the offeror agrees, if this offer is accepted within **26** calendar days from the date specified in the solicitation for receipt of offers, to purchase any or all fuel on which offers are made at the price offered and to take delivery of the fuel within the removal period specified in Section E.
- j. **LATE OFFERS** - Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.
- k. All offers in response to this solicitation and all modifications of offers shall be in the English language. All correspondence between offerors and DESC shall be in the English language.
- l. Prices shall be stated and invoices shall be paid in U.S. dollars.

B.2 Facsimile Offers and Modifications

- a. Offers and modifications submitted by facsimile will be accepted any time prior to the exact time set for the receipt of offers. Offerors should use the facsimile number: (703) 767-8506.

- b. Definition. "Facsimile offer/modification", as used in the solicitation, means an offer, a modification of an offer that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- c. Facsimile offers/modifications that reject any of the terms, conditions, and provisions of this solicitation, are otherwise incomplete, or contain garbled information, may be excluded from consideration.
- d. Facsimile offers/modifications must contain the required signatures.
- e. If requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed offer/modification.
- f. If the offeror chooses to transmit a facsimile offer/modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer/modification including, but not limited to, the following:
 - (1) Receipt of garbled or incomplete offer/modification.
 - (2) Availability or condition of the receiving facsimile equipment.
 - (3) Incompatibility between the sending and receiving equipment.
 - (4) Delay in transmission or receipt of the offer/modification.
 - (5) Failure of the offeror to properly identify the offer/modification.
 - (6) Illegibility of offer/modification.
 - (7) Security of the data contained in the offer/modification.

B.3 Consideration of Offers

- a. The Government will award a contract resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, cost or price, and other factors considered.
- b. The Government reserves the right to reject any or all offers, to waive any informalities and minor irregularities in an offer, and unless otherwise specified by the offeror, to accept any one item or group of items in an offer, as may be in the best interest of the Government.

- c. The Government may award a contract on the basis of initial offers received, without discussions. Accordingly, each initial offer should be submitted on the most favorable terms which the offeror can submit to the Government. However, the Government reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary.
- d. The Government reserves the right to sell a quantity less than the quantity offered, at the unit price offered, unless the offeror specifies otherwise in the offer.
- e. When more than one offer has been received for the fuel listed in the solicitation, the Government reserves the right, at its discretion, to request final proposal revisions from those offerors who have submitted responsive offers. In the event the Government requests final proposal revisions, a date and time for receipt of such offers will be set forth in the request. Any final proposal revision received after the time and date specified for the receipt of final proposal revision will not be considered unless they are received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.
- f. In addition to price, offers will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating offers, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation and individual awards shall be for the items or combinations of items that result in the highest aggregate return to the Government, including the assumed administrative costs.
- g. An offer submitted on an "all or none" or similar basis will be evaluated as follows: The highest acceptable offer exclusive of the "all or none" offer will be selected with respect to each item (or group of items when the solicitation provides for aggregate awards) and the total value of all items thus determined shall be compared with the total of the highest acceptable "all or none" offer. Award will be made to result in the highest return to the Government as explained in paragraph a.
- h. An offeror may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (e.g. checks returned for insufficient funds) or poor performance (failure to pay or remove fuel in a timely fashion).

B.4 Determination of Responsibility

Offerors shall furnish sufficient information for the Contracting Officer to make a determination of responsibility. At a minimum, offerors shall furnish enough data for the Contracting Officer to determine adequate financial capability and the offeror's ability to obtain transportation for the fuel it offers to purchase.

B.5 Evaluation Procedure for Award

Offers will be evaluated on price.

B.6 Contract Award

A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice or facsimile of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

B.7 Economic Price Adjustment

a. Definitions

As used throughout this clause--

- (1) The term **reference price** means the price assessment or formula set forth below.
- (2) The term **date of delivery** means--the date and time vessel commences loading where the contract calls for delivery at origin into barge, rail car or tank truck; or the date and time when pumping commences at origin where the contract calls for delivery via pipeline.

b. Adjustments

- (1) Subject to the provisions of this clause, the prices payable under this contract shall be the base unit price **increased** or decreased by the same number of cents, or fraction thereof, that the reference price shall have increased or decreased.
- (2) An increase or decrease in any reference price published in a trade price service or in a commercial **journal** shall apply only to deliveries made on and after the effective date of the price change as stated in the publication.

Platt's Oilgram Price Report Friday, May 13, 1999, Prices Effective March 12, 1999

FIVE-DAY ROLLING AVERAGE REFERENCE PRICE TABULATION				
ITEM NUMBER (LISTED ITEMS)	NAME OF PUBLICATION	HEADING UNDER WHICH REFERENCE PRICE IS PUBLISHED AND NAME OF PRODUCT	LOCATION WHERE REFERENCE PRICE IS APPLICABLE	FIVE DAYS ENDING MAY 11, 1999 (EXCLUDES ALL TAXES)
See Below	Platt's Oilgram Price Report (U.S. Edition)	Five-Day Rolling Average	See Below	Compute average low/high of the published effective date.

PRODUCT (ITEM NUMBER)	REFERENCE PRODUCT (LOCATION)	FIVE DAYS ENDING MAY 11, 1999 (EXCLUDES ALL TAXES)
Jet Kerosene	(100% FOB MED)	*\$0.429600/USG
Gas Oil .20	(100% CIF MED)	*\$0.405750/USG

NOTES: The price of the product will be reflected on the date of delivery to offerors.

*Prices will be carried out to the sixth digit for calculations of the invoices for payments.

SECTION C - INSPECTION

C.1 Inspection

- a. The offeror is invited, urged, and cautioned to inspect the fuel to be sold prior to submitting an offer.
- b. The prospective offeror, or its designee, may at its own cost and expense, take samples not to exceed five (5) gallons. The Government does not warrant any samples of this fuel to be representative of the entire quantity being offered under this solicitation. Arrangements for these procedures will be made with the DESC Office specified below.

- c. Inspection of the fuel is invited between 7:00 a.m. and 3:00 p.m., local time, Monday through Friday, except holidays.
- d. Requests for an appointment to inspect the fuel must be made in writing to:

DESC-Livorno
Camp Darby Depot
Attn: Michael Purkey, Quality Manager
Via Aurelia Tirrenia (PI) 56018 ITALIA

Tel: 39-050-54-7856
Fax: 39-050-54-7406
Cellular Number: 39-0335-606-5188

Requests should be made no later than 5 working days prior to the date of the requested inspection.

- e. Any requests should include the name and title of each individual wishing to examine the fuel. The Government reserves the right to limit the number of individuals seeking access to the fuel storage site. Prospective offerors will be notified by telephone of the date the fuel will be available for inspection at the storage site.
- f. Prospective offerors, their agents, and employees shall at all times comply with applicable rules and regulations in existence at the storage facility.

C.2 Condition of Fuel

- a. All fuel listed herein is offered for sale "**AS-IS**". "AS-IS" means the Government believes that the fuel conforms to the qualities and other data listed in Exhibit "A"; however, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the fuel, or its fitness for any use or purpose. Furthermore, handling and outloading will be performed by and at the expense of the Government. The fuel will be sold in United States Gallons (USG). **This is not a sale by sample.**
- b. The description of the fuel is based on the best information available to the Government. Except as provided in Section F.5, no request for adjustment in price or for rescission of the sale will be considered.

SECTION D - PAYMENT

D.1 Letter of Credit

- a. Within 2 business days of receipt of award, the Purchaser must provide the Contracting Officer an “Irrevocable Standby Letter of Credit” established in favor of the Defense Finance and Accounting Service - Columbus and equal to 110 percent of the contract award and containing the provisions set out in Exhibit D. The letter of credit must be issued by a depository institution located in and authorized to do business in any state of the United States or the District of Columbia, and authorized to issue letters of credit by the banking laws of the United States or any state of the United States or the District of Columbia. The original of the letter of credit must be sent to the Contracting Officer at the address specified on the cover page (page 1) of this solicitation. Failure to provide the letter of credit shall constitute grounds for termination of contract(s) for default.
- b. The letter of credit must be an “Irrevocable Standby Letter of Credit” and **MUST NOT VARY IN SUBSTANCE** from the sample in Exhibit D. If the letter of credit contains any provisions at variance with Exhibit D or fails to include any provisions contained in Exhibit D, nonconforming provisions must be deleted and any missing provisions must be added or the letter of credit will not be accepted. The letter of credit must be effective on or before the first delivery under the contract and remain in effect for a period of 180 days, must permit multiple partial drawings, and must contain the contract number. The issuing bank must provide documentation indicating that the person signing the letter of credit is authorized to do so, in the form of corporate minutes, the Authorized Signature List, or the General Resolution of Signature Authority.
- c. All wire deposit and letter of credit costs will be borne by the purchaser.
- d. Within 30 calendar days after final payment under the contract, the Contracting Officer shall authorize the cancellation of the letter of credit and shall return it to the bank or financial institution issuing the letter of credit. A copy of the notice of cancellation will be provided to the purchaser.

D.2 Payment

- a. The offeror agrees to pay for fuel awarded at the price or prices stated in a contract issued as a result of this solicitation. Payments shall be made in US. dollars and shall be paid to the **Defense Finance and Accounting Service - Columbus**. Payment of amounts due under the contract shall be made by company check, certified check, cashier's check, wire transfer through the Automated Clearing House (See D.5.) or bank check made payable to the Defense Finance and Accounting Service - Columbus. All checks must be drawn on a U.S. domestic bank. Foreign checks will not be accepted. **A service charge of \$50.00 will be applied to all returned checks. Please note letters of credit or any other methods of payment not listed above are unacceptable.**

- b. Payments shall be accompanied by identifying information including the contract number and a copy of the DD 250 / DD 250-1 (Inspection and Receiving Report).

D.3 Payment Due Date

The Purchaser shall pay for the fuel within 10 days after the Government transmits a facsimile invoice to the purchaser. If fuel is removed in more than one shipment, Purchaser shall pay for the fuel within 10 days after receipt of each invoice.

D.4 Title

Title to the fuel shall pass to the Purchaser as follows:

- (1) Barge pick-up: Title to the fuel, and risk of loss thereof, shall pass from the Government to the Purchaser when the fuel passes the permanent hose connections of the tanker/barge loading the fuel.

D.5 Payment Address

Check Payment

Defense Finance and Accounting Service
Columbus Center
ATTN: DFAS-CO-FPS/Doug Lewis
P.O. Box 182204
Columbus, OH 43218-2204

Wire Transfer Information through the Automated Clearing House

Bank Name:	Mercantile Bank, N. A.
Swift Number:	MERCUS44
Routing Number	081000210
Account Number:	1005012578

Contact at DFAS is Doug Lewis, Staff Accountant on 614-693-6911.

Contact at Mercantile Bank is Karen Butler, Assistant Vice President on 314-418-6635.

D.6 Interest

- a. Amounts due and payable by the purchaser or its bank that are not paid in accordance with the provisions governing such payments shall bear interest from the date due until the date payment is received by the Government. Interest shall be in accordance with the Current Value of Funds rate as established by the Department of the Treasury in accordance with the Debt Collection Act of 1982 and published periodically in Bulletins to the Treasury Fiscal Requirements Manual and in the Federal Register.

b. Amounts shall be due at the earliest of the following dates:

- (1) Ten days after removal of each shipment.
- (2) The date specified under Section E (b) if the Purchaser fails to remove the fuel within the contract removal period.
- (3) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (4) The date the Government transmits to the Offeror a proposed settlement agreement to confirm completed negotiations establishing the amount of debt.

D.7 Taxes

The US Government has no obligation to pay duties or taxes for the sale of product under this solicitation. The buyer will be responsible for payment of any taxes or duties to the Government of Italy.

SECTION E - REMOVAL OF FUEL

- a. The fuel shall be removed by June 23, 1999.
- b. The fuel purchased hereunder shall be removed from the appropriate storage facility within the time specified in paragraph a. above, and after notice of acceptance of offeror's offer by the Government. If the Purchaser fails to remove the fuel on or before the last day of the contract removal period through no fault of the Government, an invoice for all fuel remaining in storage on the last day of the contract removal period will be issued by the Government to the offeror.
- c. The fuel shall be removed until there is a break in the suction on the last tank.

SECTION F - SHIPPING

F.1 Outloading

- a. The fuel is sold on an "AS-IS" basis. Delivery is f.o.b. carrier's conveyance. The Purchaser shall furnish the Government complete shipping and document distribution instructions and the necessary commercial bills of lading to accomplish shipment. These documents shall be furnished at least 5 working days prior to the date the Purchaser desires shipment to commence. Shipping instructions shall include, but not be limited to, the following:
 1. Quantity of fuel to be released.

2. Designation of type and kind of conveyance.
3. Name of carrier and the name of an individual who will serve as a contact for the carrier (please include a phone number where this contact can be reached).
4. "Ship to" location.
5. Minimum load per conveyance (optional).
6. Desired shipping schedule.
7. Warning labels; as required by Federal, State, or local health, environmental, or transportation agencies.
8. Any additional pertinent information.

The shipping schedule furnished by the Purchaser shall allow sufficient time for the Government to reasonably meet such schedule prior to the last day of the contract removal period commensurate with existing loading facilities and other commitments at the Government's storage location. Information regarding Government commitments at the storage location involved may be obtained from the address specified below. When applicable, instructions furnished shall also include the name of Purchaser's duly authorized agent who, as such, may furnish the above shipping instructions.

DESC-Livorno
Camp Darby Depot
Attn: Michael Purkey, Quality Manager
Via Aurelia Tirrenia (PI) 56018 ITALY

Tel: 39-050-54-7856
Fax: 39-050-54-7406
Cellular Number: 39-0335-606-5188

- b.** The Purchaser, its agent and employees shall at all times comply with all applicable rules and regulations existing at the storage facility and comply with all load limitations and any safety, health, and environmental requirements appropriate for the Country and local area.

- c.** Outloading and pick-up operates on a 24-hour, 7 days a week basis which includes holidays if coordinated with Michael Purkey, Quality Manager, telephone number: 39-050-54-7856. The berthing/loading restriction is daylight only port.

- d.** Nomination Procedures:

Nomination procedures require written advance notification of seven days prior to product removal dates. The fax number for nomination is Fax: 39-050-54-7406. DESC-Livorno will respond in writing to the contractor after notification and clearance are completed.

- e.** The following applies to the loading of barges:

Products can only be removed via barge. Due to the deviation of pipeline in relation to pier.

Product will be loaded by gravity and should take no more than 16-18 hours to complete.

Barges must be of a size as to not exceed the height of the NATO pier, which is nine feet at high tide.

- f. The Government reserves the right to schedule and coordinate the outloading and determine the order in which fuel is outloaded.
- g. The fuels are sold subject to quantities determinations as described in section F.2.

F.2 Quantity Determination

The quantity of supplies furnished purchased under this contract shall be determined as follows:

a. Barge: The quantity delivered will be determined (at the Government's option) on the basis of origin shore tank measurements or calibrated meter.

b. The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

c. Volume Correction: All product volume will be corrected to 60 degrees Fahrenheit as detailed in paragraph f. below.

d. Measurement Standards: All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the American Petroleum Institute (API) Manual of the Petroleum Measurement Standards (MPMS). Outside the US, other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or an independent surveyor. In addition, the following specific standards will be used as applicable:

(1) API Manual of Petroleum Measurement Standards Chapter 11.1, Volume Correction Factors (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes the computer subroutine shall be the referee method. Use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B) for volume correction factors. Volume

XII, Table 52, shall be used to convert cubic meters at 15°C to barrels of 60°F. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. If the original measurement is by weight and quantity is required in U.S. gallons, then Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60° F and Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60° F.

(2) API Manual of Petroleum Measurement Standards Chapter 4, Proving Systems. All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(3) **API MPMS Chapter 12, Calculation of Petroleum Quantities.** All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer.

Unless otherwise specified in the contract, the reference to gallons shall mean U.S. gallons.

F.3 Insurance Requirements

The Purchaser agrees to procure and maintain, and require any subcontractor to procure and maintain, during the term of this contract, or any extension thereof, insurance as required by local law and regulations.

F.4 Assumption of Risk and Disclaimer of Liability

The Purchaser, its assigns or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this fuel. The Government assumes no liability for any damages to the property of the Purchaser or any other person or property, or for any personal injury, illness, disability or death to the Purchaser, Purchaser's employees or any other person subject to Purchaser's control, or for any other consequential damages arising from or incident to Purchaser's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance. The Purchaser agrees to include this clause in any transportation contract for removal of the fuel.

F.5 Adjustment for Variation in Quantity or Weight

When fuel is sold on a "unit price" basis, the Government reserves the right to vary the quantity delivered by 10% from the quantity listed in the solicitation and the Purchaser agrees to accept delivery of any quantity within these limits. The purchase price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity actually delivered.

F.6 Environmental Protection and Precautions of Packing Materials

- a. The offeror represents to the United States Government that it will use and ultimately dispose of any hazardous property purchased under this Solicitation of Offers in accordance with all applicable laws and regulations and in a manner safe for the public and the environment. The Government cautions that the subject item(s) have or may have one or more components, parts, constituents or ingredients that may be corrosive, reactive, ignitable or exhibit other hazardous or toxic properties.
- b. HEALTH WARNING. As part of this solicitation, a specific detailed Materials Safety Data Sheet has been provided. This data provides specific toxicity and health related data for the protection of human health and the environment. Offerors should review this information carefully prior to submitting an offer. This data sheet should be reviewed carefully by all who use, handle, transport, and/or store this material. Guidance in these documents should be adhered to and communicated to all involved.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Default

a. The Government may, by written notice of default to the Purchaser, terminate this contract in whole or in part if the Purchaser fails to -

- (1) Make payment and remove the fuel within the time specified in this contract or any extension;
- (2) Remove the fuel within the time specified in this contract irrespective of whether or not payment has been made;
- (3) Make progress, so as to endanger performance of this contract; or
- (4) Perform any of the other provisions of this contract.

b. If the Government terminates the contract, the Purchaser shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.

If the Government terminates the contract for default, it may subsequently resell the fuel for the Purchaser's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Purchaser the difference between the contract price and the price obtained on resale as actual damages. In no event will the Purchaser be refunded any monies due to the Government obtaining a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not succeed in reselling the fuel within 12 months, the Purchaser may be held liable for the full contract price.

c. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

G.2 Disputes

a. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d.(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and

belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

e. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

f. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

g. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

h. The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

G.3 Termination for the Convenience of the Government

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Contractor before the effective date of termination.

G.4 Protests

a. Protests that are filed directly with the Defense Energy Support Center and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

ATTN: Bulk Overseas Contracting Officer
Defense Energy Support Center
8725 John J. Kingman Road, Suite 2959
Ft. Belvoir, Virginia 22060-6222

b. The copy of any protest must be provided to the office designated above within one day of filing a protest with the GAO.

G.5 Excusable Delays

- a. In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until such cause ceases to exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which such cause prevented performance under the contract.
- b. In order for this Section G.5, to become operative, the party to the contract affected by the excusable delay condition must furnish the other party with written notice of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to outloading of the fuel from the storage location from which it is to be shipped. Written notice shall be furnished within ten (10) calendar days to the other party when the excusable delay condition ceases to exist.

G.6 Modification

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer.

G.7 Officials Not to Benefit

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

G.8 Covenant Against Contingent Fees

- a. The offeror warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- b. "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- c. "Bona fide employee," as used in this paragraph, means a person, employed by a offeror and subject to the offeror's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- d. "Contingent fee," as used in this paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- e. "Improper influence," as used in this paragraph, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

G.9 Assignment

The purchaser shall not make or attempt to make any assignment of a contract that incorporates the clauses of this RFP or any interest therein contrary to the provision of Federal law, including the Ant-Assignment Act (41 U.S.C. 15) which provides:

No contract or order, or any interest therein, shall be transferred by the party to whom such contract or order is given to any other party, and any such transfer shall cause the annulment of the contract or order transferred, so far as the United States is concerned. All rights of action, however, for any breach of such contract by the contracting parties, are reserved to the United States.

G.10 Gratuities

- a. The right of the Contractor to proceed may be terminated by written

notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

1. Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

2. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

b. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

c. If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

1. To pursue the same remedies as in a breach of the contract; and

2. In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

d. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

SECTION H - CERTIFICATIONS: Please complete and return this section with your offer.

H.1 Certificate of Independent Price Determination

a. The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award unless otherwise required by law; and

- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory -

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs a.(1) through a.(3) of this provision
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs a.(1) through a.(3) of this provision.

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this proposal, and the title of his/her position in the offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision b.(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) of this provision.
- c. If the offeror deletes or modifies subparagraph a.(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
 - d. This certification is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

H.2 Contingent Fee Representation and Agreement

a. Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror: (Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term bona fide employee, See Section G.8)

(1) ____ has, ____ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ____ has, ____ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

b. Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer -

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same Contracting Officer, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

H.3 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

a. (1) The offeror certifies, to the best of its knowledge and belief, that -

(i) The offeror and/or any of its Principals -

(A) Are (____) are not (____) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

(B) Have (____) have not (____), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are (____) are not (____) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has (____) has not (____), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- b. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph a. of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.
- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required in paragraph (a) of this provision. The knowledge and information of a offeror is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.
- e. The certification in paragraph a. of this provision is material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

H.4 Offeror's Designated Agent

The offeror's designated agent, whose name, office address, telephone and facsimile number are set out below, is the person in the offeror's organization responsible for handling all details in connection with the offer, for any resulting contract, and for making arrangements for all deliveries:

Name: _____

Title: _____

Mailing Address: _____

Street Address: _____

(If different than above)

Telephone Number: _____

Facsimile Number: _____

TELEX Number: _____

H.5 Determination of Responsibility

Name of Bank Issuing

Letter of Credit : _____

Contact at Bank

(for verification): _____

Transportation

To be used: _____

Contact at Ships Agent

or Pipeline: _____

--

 I hereby certify that a letter of credit equal to 110 percent of the contract amount awarded will be provided within 2 business days of receipt of award. In the event that the letter of credit is not received the Contracting Officer may terminate the contract for default.

SECTION I - EXHIBITS

I. 1 Exhibit "A" - Fuel Offered for Sale/Attached Lab Test Reports

I. 2 Exhibit "B" - Material Safety Data Sheets

I. 3 Exhibit "C" - Sale of Government Property Negotiated Sales Contract

I. 4 Exhibit "D" - Irrevocable Standby Letter of Credit

EXHIBIT "A"
Fuel Offered for Sale

Item Number	Location	Description	Estimated Quantity (USG)	Mode Barge Only	Quantity Offered (USG)	Price per USG per mode	Total Offered Price
0100	Barges BET 183FM & BET 548SP at DFSP (NATO) Cagliari/ Sardinia, Italy	F76, DFM, Fuel, Naval Distillate	161,227	BARGE		\$	\$
0200	Pipeline at DFSP (NATO) Cagliari, Italy Pipeline	JP5, Aviation, Turbine Fuel	162,000	BARGE		\$	\$
Please provide quantities for each line item.							<u>Total for both line items</u> <u>0100 & 0200.</u> \$ Please provide a total dollar value for each line item, and a total dollar value of both line items combined.

Please state your intended use of this product: _____

Items Description: Turbine Fuel, Aviation, Grade JP5, NSN: 9130-00-273; and F76, DFM, Fuel, Naval Distillate.

STORAGE LOCATION INFORMATION

Region (Contact for delivery information
DESC – Livorno
Attn: Micheal Purkey, Quality Manager
Via Aurelia Tirrenia (PI) 56018 Italy

Actual Storage Site (For fuel pick-up)
Sezione Servizi Commissariato
Deposito Combustibili POL - NATO Cagliari
Viali Calamosca, 34
CAP 0900
Point of contact for site visit: Micheal Purkey

Facsimile Number: (39) 050-54-7406
Telephone Number: (39) 050-54-7856
Cellular Number: (39) 0335-606-5188

FSC: 9130
NIIN: 002732379
Manufacturer's CAGE: 0AHD1
Part No. Indicator: A
Part Number/Trade Name: **TURBINE FUEL, AVIATION JP-5**

General Information

Item Name: TURBINE FUEL, AVIATION
Company's Name: CHEVRON ENVIRONMENTAL HEALTH CENTER INC.
Company's Street: 15299 SAN PABLO AVE.
Company's P. O. Box: 4054
Company's City: RICHMOND
Company's State: CA
Company's Country: US
Company's Zip Code: 94804-0054
Company's Emerg Ph #: 415-233-3737
Company's Info Ph #: 415-233-3737
Distributor/Vendor # 1:
Distributor/Vendor # 1 Cage:
Distributor/Vendor # 2:
Distributor/Vendor # 2 Cage:
Distributor/Vendor # 3:
Distributor/Vendor # 3 Cage:
Distributor/Vendor # 4:
Distributor/Vendor # 4 Cage:
Safety Data Action Code:
Safety Focal Point: D
Record No. For Safety Entry: 001
Tot Safety Entries This Stk#: 027
Status: SMU
Date MSDS Prepared: 18NOV89
Safety Data Review Date: 22AUG91
Supply Item Manager: KY
MSDS Preparer's Name:
Preparer's Company:
Preparer's St Or P. O. Box:
Preparer's City:
Preparer's State:
Preparer's Zip Code:
Other MSDS Number:
MSDS Serial Number: BKMDX

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Specification Number: MIL-T-5624
Spec Type, Grade, Class: JP-5 GRADE
Hazard Characteristic Code: F4
Unit Of Issue: GL
Unit Of Issue Container Qty:
Type Of Container:
Net Unit Weight:
NRC/State License Number: N/R
Net Explosive Weight: N/R
Net Propellant Weight-Ammo: N/R
Coast Guard Ammunition Code: N/R

Ingredients/Identity Information

Proprietary: NO
Ingredient: DISTILLATE, WIDE BOILING RANGE; ALIPHATIC AND AROMATIC
Ingredient Sequence Number: 01
Percent: >75
Ingredient Action Code:
Ingredient Focal Point: D
NIOSH (RTECS) Number: 1006818DS
CAS Number:
OSHA PEL: NOT ESTABLISHED
ACGIH TLV: NOT ESTABLISHED
Other Recommended Limit: NONE SPECIFIED

Proprietary: NO
Ingredient: HEXANE (N-HEXANE)
Ingredient Sequence Number: 02
Percent: <25
Ingredient Action Code:
Ingredient Focal Point: D
NIOSH (RTECS) Number: MN9275000
CAS Number: 110-54-3
OSHA PEL: 500 PPM
ACGIH TLV: 50 PPM; 9293
Other Recommended Limit: NONE SPECIFIED

Proprietary: NO
Ingredient: BENZENE (SARA III)
Ingredient Sequence Number: 03
Percent: <.1
Ingredient Action Code:
Ingredient Focal Point: D
NIOSH (RTECS) Number: CY1400000
CAS Number: 71-43-2
OSHA PEL: 1PPM/5STEL;1910.1028
ACGIH TLV: 10 PPM; A2; 9192
Other Recommended Limit: NONE SPECIFIED

Proprietary: NO
Ingredient: ETHYL BENZENE (SARA III)
Ingredient Sequence Number: 04
Percent: 0.1
Ingredient Action Code:

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Ingredient Focal Point: D
NIOSH (RTECS) Number: DA0700000
CAS Number: 100-41-4
OSHA PEL: 100 PPM/125 STEL
ACGIH TLV: 100 PPM/125STEL 9192
Other Recommended Limit: NONE SPECIFIED

Proprietary: NO
Ingredient: XYLENES (O-,M-,P- ISOMERS) (SARA III)
Ingredient Sequence Number: 05
Percent: <.3
Ingredient Action Code:
Ingredient Focal Point: D
NIOSH (RTECS) Number: ZE2100000
CAS Number: 1330-20-7
OSHA PEL: 100 PPM/150 STEL
ACGIH TLV: 100 PPM/150STEL;9192
Other Recommended Limit: NONE SPECIFIED

Proprietary: NO
Ingredient: TOLUENE (SARA III)
Ingredient Sequence Number: 06
Percent: <.1
Ingredient Action Code:
Ingredient Focal Point: D
NIOSH (RTECS) Number: XS5250000
CAS Number: 108-88-3
OSHA PEL: 200 PPM/150 STEL
ACGIH TLV: 50 PPM; 9293
Other Recommended Limit: NONE SPECIFIED

Physical/Chemical Characteristics

Appearance And Odor: PALE YELLOW LIQUID.
Boiling Point: 365F,185C
Melting Point: N/R
Vapor Pressure (MM Hg/70 F): 0.04
Vapor Density (Air=1): N/K
Specific Gravity: 0.82
Decomposition Temperature: UNKNOWN
Evaporation Rate And Ref: N/R
Solubility In Water: INSOLUBLE
Percent Volatiles By Volume: N/R
Viscosity: N/R
pH: N/R
Radioactivity: N/R
Form (Radioactive Matl):
Magnetism (Milligauss): N/P
Corrosion Rate (IPY): UNKNOWN
Autoignition Temperature:

Fire and Explosion Hazard Data

Flash Point: 140F,60C
Flash Point Method: PMCC
Lower Explosive Limit: N/R

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Upper Explosive Limit: N/R

Extinguishing Media: USE WATER FOG, CARBON DIOXIDE, FOAM, OR DRY CHEMICAL.

Special Fire Fighting Proc: DO NOT ENTER ENCLOSED AREA WITHOUT PROTECTIVE EQUIPMENT AND A SELF CONTAINED BREATHING APPARATUS TO PROTECT AGAINST DECOMPOSITION PRODUCTS OR OXYGEN DEPLETION.

Unusual Fire And Expl Hazrds: LIQUID EVAPORATES & FORM VAPOR/FUMES WHICH CAN IGNITE & BURN WITH EXPLOSIVE VIOLENCE. UNSEEN VAPORS CAN SPREAD & IGNITE IN OTHER AREAS. HAZARD IS > ABOVE 85F.

Reactivity Data

Stability: YES

Cond To Avoid (Stability): HIGH HEAT, OPEN FLAMES AND OTHER SOURCES OF IGNITION.

Materials To Avoid: MAY REACT WITH STRONG OXIDIZING AGENTS, SUCH AS CHLORATES, NITRATES, PEROXIDES, ETC.

Hazardous Decomp Products: NORMAL COMBUSTION FORMS CARBON DIOXIDE AND WATER VAPOR; INCOMPLETE COMBUSTION CAN PRODUCE CARBON MONOXIDE.

Hazardous Poly Occur: NO

Conditions To Avoid (Poly): NOT APPLICABLE

Health Hazard Data

LD50-LC50 Mixture: LD50 (ORAL RAT) IS UNKNOWN

Route Of Entry - Inhalation: YES

Route Of Entry - Skin: YES

Route Of Entry - Ingestion: YES

Health Haz Acute And Chronic: THIS PRODUCT IS NOT EXPECTED TO CAUSE PROLONGED OR SIGNIFICANT EYE OR SKIN IRRITATION. PROLONGED BREATHING OF VAPORS CAN CAUSE CENTRAL NERVOUS SYSTEMS EFFECTS. IF INGESTED, IT IS PRACTICALLY NON-TOXIC, BUT BECAUSE OF ITS LOW VISCOSITY, IT CAN DIRECTLY ENTER THE LUNGS & CAN CAUSE SEVERE INJURY TO THE LUNGS OR DEATH.

Carcinogenicity - NTP: NO

Carcinogenicity - IARC: NO

Carcinogenicity - OSHA: NO

Explanation Carcinogenicity: NONE OF THE CHEMICALS IN THIS PRODUCT IS LISTED BY IARC, NTP OR OSHA AS A CARCINOGEN.

Signs/Symptoms Of Overexp: INHALATION-HEADACHE, DIZZINESS, LOSS OF APPETITE, WEAKNESS AND LOSS OF COORDINATION INGESTION-IF ASPIRATED IT CAN CAUSE DEATH.

Med Cond Aggravated By Exp: NONE SPECIFIED BY MANUFACTURER.

Emergency/First Aid Proc: EYE-FLUSH WITH WATER FOR 15 MINUTES. SKIN- REMOVE CONTAMINATED CLOTHES. WASH WITH SOAP AND WATER. SEE A DOCTOR. INHALATION-REMOVE TO FRESH AIR. SEE A DOCTOR IF SYMPTOMS OCCUR. INGESTION- DO NOT INDUCE VOMITING. GIVE WATER OR MILK TO DRINK. GET MEDICAL ATTENTION.

Precautions for Safe Handling and Use

Steps If Matl Released/Spill: ELIMINATE ALL OPEN FLAMES. STOP THE SOURCE OF THE LEAK OR RELEASE. CLEAN UP SPILL AS SOON AS POSSIBLE, OBSERVING PRECAUTIONS IN PROTECTIVE EQUIPMENT. CLEAN UP SMALL SPILL USING APPROPRIATE TECHNIQUES SUCH AS SORBENT MATERIALS OR PUMPING.

Neutralizing Agent: NOT APPLICABLE

Waste Disposal Method: PLAVE CONTAMINATED MATERIALS IN DISPOSABLE

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CONTAINERS AND DISPOSE OF IN A MANNER CONSISTENT WITH APPLICABLE REGULATIONS. CONTACT LOCAL ENVIRONMENTAL OR HEALTH AUTHORITIES FOR APPROVED DISPOSAL OF THIS MATERIAL.

Precautions-Handling/Storing: DO NOT USE OR STORE NEAR FLAME, SPARKS OR HOT SURFACES. USE ONLY IN WELL VENTED AREA. KEEP CONTAINER CLOSED. DO NOT WELD, HEAT OR DRILL CONTAINER.

Other Precautions: EMPTIED CONTAINER STILL CONTAINS HAZARDOUS OR EXPLOSIVE VAPOR OR LIQUID. CAUTION! DO NOT USE PRESSURE TO EMPTY DRUM OR EXPLOSION MAY RESULT. WARNING! NOT FOR USE AS PORTABLE HEATER OR APPLIANCE FUEL. TOXIC FUMES MAY ACCUMULATE & CAUSE DEATH

Control Measures

Respiratory Protection: THIS MATERIAL MAY BE AN INHALATION HAZARD &, UNLESS VENTILATION IS ADEQUATE, THE USE OF AN APPROVED RESPIRATOR IS RECOMMENDED. REFER TO THE OSHA BENZENE STANDARD TO DETERMINE WHAT TYPE OF RESPIRATOR IS REQUIRED BASED ON EXPOSURE LEVELS.

Ventilation: USE THIS MATERIAL ONLY IN WELL VENTILATED AREAS.

Protective Gloves: PROTECTIVE GLOVES IS RECOMMENDED.

Eye Protection: NO SPECIAL EYE WEAR IS USUALLY NECESSARY

Other Protective Equipment: SAFETY SHOWER AND EYE BATH. INDUSTRIAL TYPE WORK CLOTHING IS REQUIRED TO AVOID PROLONGED OR REPEATED CONTACT.

Work Hygienic Practices: WASH THOROUGHLY AFTER HANDLING AND BEFORE EATING OR DRINKING. LAUNDER CONTAMINATED CLOTHING BEFORE REUSE.

Suppl. Safety & Health Data:

Transportation Data

Transportation Action Code:

Transportation Focal Point: D

Trans Data Review Date: 91234

DOT PSN Code: GJL

DOT Symbol:

DOT Proper Shipping Name: FLAMMABLE LIQUIDS, N.O.S.

DOT Class: 3

DOT ID Number: UN1993

DOT Pack Group: III

DOT Label: FLAMMABLE LIQUID

DOT/DoD Exemption Number: N/R

IMO PSN Code: HIA

IMO Proper Shipping Name: FLAMMABLE LIQUID, N.O.S.

IMO Regulations Page Number: 3345

IMO UN Number: 1993

IMO UN Class: 3.3

IMO Subsidiary Risk Label:

IATA PSN Code: MCA

IATA UN ID Number: 1993

IATA Proper Shipping Name: FLAMMABLE LIQUID, N.O.S. *

IATA UN Class: 3

IATA Subsidiary Risk Class:

IATA Label: FLAMMABLE LIQUID

AFI PSN Code: MCA

AFI Symbols:

AFI Prop. Shipping Name: FLAMMABLE LIQUIDS, N.O.S.

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AFI Class: 3
AFI ID Number: UN1993
AFI Pack Group: III
AFI Label: FLAMMABLE LIQUID
AFI Special Prov:
AFI Basic Pac Ref: 7-7
MMAC Code: NR
N.O.S. Shipping Name: FLAMMABLE LIQUID N.O.S. 3.3
Additional Trans Data: FUEL, AVIATION, TURBINE ENGINE.

Disposal Data

Disposal Data Action Code:
Disposal Data Focal Point:
Disposal Data Review Date:
Rec # For This Disp Entry:
Tot Disp Entries Per NSN:
Landfill Ban Item:
Disposal Supplemental Data:
1st EPA Haz Wst Code New:
1st EPA Haz Wst Name New:
1st EPA Haz Wst Char New:
1st EPA Acute Hazard New:
2nd EPA Haz Wst Code New:
2nd EPA Haz Wst Name New:
2nd EPA Haz Wst Char New:
2nd EPA Acute Hazard New:
3rd EPA Haz Wst Code New:
3rd EPA Haz Wst Name New:
3rd EPA Haz Wst Char New:
3rd EPA Acute Hazard New:

Label Data

Label Required: YES
Technical Review Date: 22AUG91
Label Date: 18NOV89
MFR Label Number: UNKNOWN
Label Status: G
Common Name: TURBINE FUEL, AVIATION JP-5
Chronic Hazard: YES
Signal Word: DANGER!
Acute Health Hazard-None:
Acute Health Hazard-Slight:
Acute Health Hazard-Moderate:
Acute Health Hazard-Severe: X
Contact Hazard-None:
Contact Hazard-Slight: X
Contact Hazard-Moderate:
Contact Hazard-Severe:
Fire Hazard-None:
Fire Hazard-Slight:
Fire Hazard-Moderate: X
Fire Hazard-Severe:
Reactivity Hazard-None: X
Reactivity Hazard-Slight:

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Reactivity Hazard-Moderate:

Reactivity Hazard-Severe:

Special Hazard Precautions: DO NOT USE OR STORE NEAR FLAME, SPARKS OR HOT SURFACES. USE ONLY IN WELL VENTED AREA. KEEP CONTAINER CLOSED. DO NOT WELD, HEAT OR DRILL CONTAINER. FIRST AID: EYE-FLUSH WITH WATER FOR 15 MINUTES. SKIN-REMOVE CONTAMINATED CLOTHES. WASH WITH SOAP AND WATER. SEE A DOCTOR.

INHALATION: REMOVE TO FRESH AIR. SEE A DOCTOR IF SYMPTOMS OCCUR. INGESTION: DO NOT INDUCE VOMITING. GIVE WATER OR MILK TO DRINK. GET MEDICAL ATTENTION.

Protect Eye:

Protect Skin: Y

Protect Respiratory: Y

Label Name: CHEVRON ENVIRONMENTAL HEALTH CENTER INC.

Label Street: 15299 SAN PABLO AVE.

Label P.O. Box: 4054

Label City: RICHMOND

Label State: CA

Label Zip Code: 94804-0054

Label Country: US

Label Emergency Number: 415-233-3737

Year Procured:

FSC: 9140

NIIN: 002732377

Manufacturer's CAGE: 15958

Part No. Indicator: B

Part Number/Trade Name: **MARINE DIESEL FUEL – NATO CODE F-76**

General Information

Item Name: DIESEL FUEL

Company's Name: AMOCO OIL CO

Company's Street: 200 E. RANDOLPH DRIVE

Company's P. O. Box:

Company's City: CHICAGO

Company's State: IL

Company's Country:

Company's Zip Code: 60601

DOD Hazardous Materials Information System

DoD 6050.5-L

As of January 1997

Company's Emerg Ph #: 800-447-8735 800-424-9300(SPILL)

Company's Info Ph #: 312-856-3907

Distributor/Vendor # 1:

Distributor/Vendor # 1 Cage:

Distributor/Vendor # 2:

Distributor/Vendor # 2 Cage:

Distributor/Vendor # 3:

Distributor/Vendor # 3 Cage:

Distributor/Vendor # 4:

Distributor/Vendor # 4 Cage:

Safety Data Action Code:

Safety Focal Point: D

Record No. For Safety Entry: 012

Tot Safety Entries This Stk#: 022

Status: FE

Date MSDS Prepared: 25JUL89

Safety Data Review Date: 23SEP93

Supply Item Manager: KY

MSDS Preparer's Name: DONALD M. BARKER

Preparer's Company: PRODUCT STEWARDSHIP & TOXICOLOGY

Preparer's St Or P. O. Box:

Preparer's City:

Preparer's State:

Preparer's Zip Code:

Other MSDS Number:

MSDS Serial Number: BRPCQ

Specification Number: MIL-F-16884

Spec Type, Grade, Class: TYPE 1

Hazard Characteristic Code: F4

Unit Of Issue: GL

Unit Of Issue Container Qty: BULK

Type Of Container: BULK

Net Unit Weight: UNKNOWN

NRC/State License Number: N/R

Net Explosive Weight:

Net Propellant Weight-Ammo: N/R

Coast Guard Ammunition Code:

Ingredients/Identity Information

Proprietary: NO

Ingredient: ALIPHATIC PETROLEUM DISTILLATES

Ingredient Sequence Number: 01

Percent: UNKNOWN

Ingredient Action Code:

Ingredient Focal Point: D

NIOSH (RTECS) Number: 1003049AP

CAS Number: 68476-30-2

OSHA PEL: 400 PPM PETR. DIST.

ACGIH TLV: 400 PPM RUBBER SOLV.

Other Recommended Limit: NONE RECOMMENDED

Proprietary: NO

Ingredient: NAPHTHALENE (SARA III)

Ingredient Sequence Number: 02

Percent: UNKNOWN
Ingredient Action Code:
Ingredient Focal Point: D
NIOSH (RTECS) Number: QJ0525000
CAS Number: 91-20-3
OSHA PEL: 10 PPM/15 STEL
ACGIH TLV: 10 PPM/15 STEL; 9293
Other Recommended Limit: NONE RECOMMENDED
Proprietary: NO
Ingredient: XYLENES (O-,M-,P- ISOMERS) (SARA III)
Ingredient Sequence Number: 03
Percent: UNKNOWN
Ingredient Action Code:
Ingredient Focal Point: D
NIOSH (RTECS) Number: ZE2100000
CAS Number: 1330-20-7
OSHA PEL: 100 PPM/150 STEL
ACGIH TLV: 100 PPM/150 STEL; 9293
Other Recommended Limit: NONE RECOMMENDED

Physical/Chemical Characteristics

Appearance And Odor: LIQUID;CLEAR;ODOR NOT REPORTED
Boiling Point: 340F,171C
Melting Point: N/K
Vapor Pressure (MM Hg/70 F): N/K
Vapor Density (Air=1): N/K
Specific Gravity: 0.88
Decomposition Temperature: N/K
Evaporation Rate And Ref: NEGLIGIBLE
Solubility In Water: N/K
Percent Volatiles By Volume: N/K
Viscosity:
pH: N/K
Radioactivity:
Form (Radioactive Matl):
Magnetism (Milligauss): N/P
Corrosion Rate (IPY): N/K
Autoignition Temperature:

Fire and Explosion Hazard Data

Flash Point: 120F-180F
Flash Point Method: TCC
Lower Explosive Limit: 0.6
Upper Explosive Limit: 7.5
Extinguishing Media: AGENTS APPROVED FOR CLASS B(DRY CHEMICAL,CARBON DIOXIDE,HALOGENATED AGENTS,FOAM,STEAM)OR WATER FOG.
Special Fire Fighting Proc: USE SELF CONTAINED BREATHING APPARATUS, ESPECIALLY IN ENCLOSED AREAS. WATER SPRAY MAY BE USED TO COOL FIRE EXPOSED CONTAINERS AND EQUIPMENT.
Unusual Fire And Expl Hazrds: WHEN HEATED SUFFICIENT,VAPORS MAY FORM EXPLOSIVE MIXTURES WITH AIR.

Reactivity Data

Stability: YES
Cond To Avoid (Stability): HEAT,IGNITION SOURCES.
Materials To Avoid: STRONG OXIDIZERS.
Hazardous Decomp Products: CARBON DIOXIDE,CARBON MONOXIDE.
Hazardous Poly Occur: NO

Conditions To Avoid (Poly): NONE

Health Hazard Data

LD50-LC50 Mixture: LD50 ORAL HUMAN>5MG/KG

Route Of Entry - Inhalation: NO

Route Of Entry - Skin: YES

Route Of Entry - Ingestion: NO

Health Haz Acute And Chronic: EYES:NO SIGNIFICANT IRRITATION EXPECTED.

SKIN:PROLONGED CONTACT MAY CAUSE IRRITATION.INHAL:NO SIGNIFICANT HEALTH HAZARD,UNLESS THE PRODUCT IS HEATED. INGEST:MAY CAUSE LUNG DAMAGE IF VOMITED AFTER SWALLOWING.

Carcinogenicity - NTP: NO

Carcinogenicity - IARC: NO

Carcinogenicity - OSHA: NO

Explanation Carcinogenicity: THERE ARE NO INGREDIENTS ABOVE 0.1% WHICH ARE IDENTIFIED AS CARCINOGENS BY NTP,IARC OR OSHA.

Signs/Symptoms Of Overexp: INHAL(OF HOT MISTS):DIZZINESS,HEADACHE, NAUSEA,IRRITATION OF THE EYES,NOSE AND THROAT.

Med Cond Aggravated By Exp: NOT REPORTED.

Emergency/First Aid Proc: EYES:FLUSH WITH WATER.SKIN:REMOVE CONTAMINATED CLOTHING;WASH WITH SOAP AND WATER. INHAL:REMOVE FROM EXPOSURE. INGEST:DO NOT INDUCE VOMITING.GET PROMPT QUALIFIED MAEDICAL ATTENTION.IF VOMITING OCCUR, KEEP HEAD LOWER THAN HIPS.

Precautions for Safe Handling and Use

Steps If Matl Released/Spill: REMOVE MECHANICALLY OR ADSORB ONTO AN INERT, NON-FLAMMABLE ADSORBANT. PLACE IN AN APPROPRIATE CONTAINER FOR DISPOSAL.

Neutralizing Agent: NONE

Waste Disposal Method: DISPOSE OF OR INCINERATE I/A/W FEDERAL,STATE,LOCAL REGULATIONS.

Precautions-Handling/Storing: STORE IN COOL AREA AWAY FROM OXIDIZERS AND IGNITION SOURCES.GROUND CONTAINERS DURING LIQUID TRANSFER.

Other Precautions: "EMPTY" CONTAINERS MAY CONTAIN RESIDUE AND/OR FUMES WHICH ARE EXPLOSIVE. DO NOT CUT,WELD,ETC.

Control Measures

Respiratory Protection: WHERE ENVIRONMENTAL CONTROLS ARE LACKING OR IN ENCLOSED SPACES USE A SELF-CONTAINED BREATHING APPARATUS.

Ventilation: USE LOCAL EXHAUST TO MAINTAIN EXPOSURE BELOW TLV/PEL

Protective Gloves: RUBBER

Eye Protection: SAFETY GLASSES OR SPLASH GOGGLES.

Other Protective Equipment: EYE WASH STATION,PROTECTIVE CLOTHING.

Work Hygienic Practices: WASH HANDS.SEPERATE WORK CLOTHES FROM STREET CLOTHES. LAUNDER WORK CLOTHES BEFORE REUSE.KEEP FOOD OUT OF THE WORK AREA.

Suppl. Safety & Health Data: NONE

Transportation Data

Transportation Action Code:

Transportation Focal Point: D

Trans Data Review Date: 93267

DOT PSN Code: GCL

DOT Symbol:

DOT Proper Shipping Name: 2- ETHYLHEXYLAMINE *

DOT Class: 3

DOT ID Number: UN2276

DOT Pack Group: III

DOT Label: FLAMMABLE LIQUID, CORROSIVE

DOT/DoD Exemption Number:

IMO PSN Code: HIA

IMO Proper Shipping Name: FLAMMABLE LIQUID, N.O.S.
IMO Regulations Page Number: 3345
IMO UN Number: 1993
IMO UN Class: 3.3
IMO Subsidiary Risk Label:
IATA PSN Code: MTX
IATA UN ID Number: 1202
IATA Proper Shipping Name: GAS OIL
IATA UN Class: 3
IATA Subsidiary Risk Class:
IATA Label: FLAMMABLE LIQUID
AFI PSN Code: MTX
AFI Symbols:
AFI Prop. Shipping Name: GAS OIL
AFI Class: 3
AFI ID Number: UN1202
AFI Pack Group: III
AFI Label: FLAMMABLE LIQUID
AFI Special Prov:
AFI Basic Pac Ref: 7-7
MMAC Code:
N.O.S. Shipping Name: MARINE DIESEL FUEL
Additional Trans Data: ITEM IS BULK.MFR STATES PSN=DIESEL FUEL,
COMBUSTIBLE LIQUID,UN1993,DIV.3.

Disposal Data

Disposal Data Action Code:
Disposal Data Focal Point:
Disposal Data Review Date:
Rec # For This Disp Entry:
Tot Disp Entries Per NSN:
Landfill Ban Item:
Disposal Supplemental Data:
1st EPA Haz Wst Code New:
1st EPA Haz Wst Name New:
1st EPA Haz Wst Char New:
1st EPA Acute Hazard New:
2nd EPA Haz Wst Code New:
2nd EPA Haz Wst Name New:
2nd EPA Haz Wst Char New:
2nd EPA Acute Hazard New:
3rd EPA Haz Wst Code New:
3rd EPA Haz Wst Name New:
3rd EPA Haz Wst Char New:
3rd EPA Acute Hazard New:

Label Data

Label Required: YES
Technical Review Date: 24SEP93
Label Date:
MFR Label Number: UNKNOWN
Label Status: F
Common Name: MARINE DIESEL FUEL
Chronic Hazard: N/P
Signal Word: WARNING!
Acute Health Hazard-None:
Acute Health Hazard-Slight: X
Acute Health Hazard-Moderate:

Acute Health Hazard-Severe:

Contact Hazard-None:

Contact Hazard-Slight: X

Contact Hazard-Moderate:

Contact Hazard-Severe:

Fire Hazard-None:

Fire Hazard-Slight:

Fire Hazard-Moderate: X

Fire Hazard-Severe:

Reactivity Hazard-None: X

Reactivity Hazard-Slight:

Reactivity Hazard-Moderate:

Reactivity Hazard-Severe:

Special Hazard Precautions: EYES:NO SIGNIFICANT IRRITATION EXPECTED. SKIN: PROLONGED CONTACT MAY CAUSE IRRITATION.INHAL:NO SIGNIFICANT HEALTH HAZARD, UNLESS THE PRODUCT IS HEATED.

INGEST:MAY CAUSE LUNG DAMAGE IF VOMITED AFTER

SWALLOWING. STORE IN COOL AREA AWAY FROM OXIDIZERS AND IGNITION SOURCES. GROUND

CONTAINERS DURING LIQUID TRANSFER. FIRST AID: EYES:FLUSH WITH WATER. SKIN:REMOVE

CONTAMINATED CLOTHING;WASH WITH SOAP AND WATER.INHAL:REMOVE FROM EXPOSURE.INGEST:DO NOT INDUCE VOMITING.GET PROMPT QUALIFIED MAEDICAL ATTENTION.IF VOMITING OCCUR,KEEP HEAD LOWER THAN HIPS.

Protect Eye:

Protect Skin: Y

Protect Respiratory:

Label Name: AMOCO OIL CO

Label Street: 200 E RANDOLPH DR MC 1408

Label P.O. Box:

Label City: CHICAGO

Label State: IL

Label Zip Code: 60601-6401

Label Country: US

Label Emergency Number:

Year Procured:

EXHIBIT "C"

SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT		CONTRACT NUMBER SP0600-99-D-		PAGE 1 of 1 Pages	
This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Purchaser below identified. The Government agrees to sell and the Purchaser agrees to buy the material described below in accordance with the terms and conditions of SP0600-99-R-0090, incorporated herein by reference, and					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (No. of Unit(s))	UNIT	UNIT PRICE	AMOUNT
0100	F76, DFM, FUEL, NAVAL DISTILLATE		USG		
0200	JP5, AVIATION, TURBINE FUEL		USG		
EXECUTION BY PURCHASER		EXECUTION BY GOVERNMENT			
DATE (Day, Month, Year)		UNITED STATES OF AMERICA BY:		DATE:	
NAME OF PURCHASER					
ADDRESS (Street, City, State & Zip Code) (Type or Print)		NAME AND TITLE OF CONTRACTING OFFICER			
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under signature)		<div style="text-align: right;"> Contracting Officer <u>DESC-BZD</u> (Agency) </div>			

EXHIBIT "D"

SAMPLE - IRREVOCABLE STANDBY LETTER OF CREDIT

(NOTE: FORM MAY VARY, SUBSTANCE MAY NOT)

BANK LETTERHEAD

IRREVOCABLE STANDBY LETTER OF CREDIT

TO: DEFENSE ENERGY SUPPORT CENTER
DESC-BZD, ROOM 2954
ATTN: BULK OVERSEAS, CONTRACTING OFFICER
8725 JOHN J. KINGMAN ROAD
FT. BELVOIR, VA 22060-6222

EFFECTIVE DATE: _____
AMOUNT OF LETTER OF CREDIT: \$ _____
CONTRACTOR: _____
CONTRACT NO.: _____
LETTER OF CREDIT NO.: _____

To Whom It May Concern:

We hereby establish our "Irrevocable Standby Letter of Credit" in your favor, available by your draft/s at sight, drawn on (Name of Bank issuing this Standby Letter of Credit) accompanied by a manually signed statement that the signer is "an authorized representative of the Defense Energy Support Center", and one or both of the following statements:

- a. "I hereby certify that the United States Government has delivered the fuel under the terms of Contract Number _____ and that (Contractor) has not paid under the terms of that contract, and as a result owes the Government \$ _____."
- b. "I hereby certify that (Contractor) has failed to take delivery of the fuel under the terms of Contract Number _____, and as a result owes the Government \$ _____."

Drafts must be presented for negotiations on or before the expiration date of this Letter of Credit, (Expiration Date), at our bank. The Government may make multiple drafts against this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision, International Chamber of Commerce Publication No. 500) and except as may be inconsistent therewith, to the Uniform Commercial Code in effect on the date of issuance of this Letter of Credit in the state in which the issuer's head office within the United States is located.

We hereby agree with the drawers, endorsers and bona fide holders that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation and delivery of the above documents for negotiation at our bank on or before the expiration date.

Very truly yours

(Authorized Signature)

(Typed Name & Title)

**NOTE: FORM MAY VARY, SUBSTANCE MAY NOT
PROVIDE COPY OF EXHIBIT "D" TO YOUR BANK.**

EXHIBIT "E"

GENERAL SHIPPING CONDITIONS

(a) Nomination procedures require a written advance notification of one week prior to product removal dates. The fax number for notification is 39-070-373430. DESC-Europe will respond in writing to the Contractor after notification and clearance are completed. The Government reserves the right to refuse methods of conveyance that do not meet the one week advance scheduling requirement.

(b) The subparagraph applies only to barges:

(1) Notice to the Government will be furnished by the Contractor at least one week in advance of the date of which loading is to be made, which date is hereinafter referred to in this clause as the "Scheduled Loading Date." Each notice will specify the quantity to be loaded, the scheduled loading date, the cargo number, and, if then available, the name and size of the equipment to be loaded. Any change in a scheduled loading date will require the approval of the Government.

(2) The Contractor will notify the Government, or cause it to be notified, of the name and expected hour of arrival of each barge at least 72 hours before the time of arrival.

(3) Within 3 hours after receipt of Notice of Readiness (NOR) to load from the Master of a barge, the Government shall provide, free of cost to the Contractor, a reachable berth where the barge can be safely moored and afloat with necessary access thereto; PROVIDED, however, that if the Government does not receive notice of a barge's readiness to load within 24 hours before or after noon of the latest approved scheduled loading date, the Government will be allowed 12 hours after receipt of notice within which to provide a berth.

(4) The Government shall be allowed, and shall complete, loading within laytime determined as follows:

(i) One hour for each 2,000 barrels of product to be loaded, plus 1 1/2 hours; PROVIDED, however, that if the condition of facilities of the barge to be loaded do not permit loading within the number of hours so determined, such allowed laytime shall be increased by the time the barge was not able or permitted to load; PROVIDED, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time notice of readiness to load is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; PROVIDED, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit loading at any time, time so lost shall be added to the amount of such allowed laytime; and PROVIDED, further, that if for any reason the Government is delayed in loading the barge, or there is a delay in releasing the barge for sailing, because of action of the Contractor that arises through no fault of the

Government, such allowed laytime shall be increased by the duration of such delay. Laytime shall commence either (A) at the expiration of the notice period prescribed by (3) above (3 hours' or the 12 hours' notice, as the case may be), berth or no berth, or (B) immediately upon the barge's arrival in berth (i.e., all fast), with or without notice or readiness, whichever first occurs. Laytime shall continue until loading of the barge is completed and hoses have been disconnected.

(5) The Government will pay demurrage to the Contractor at the rate set forth in the charter for all hours of laytime that elapse in excess of the allowed laytime for loading set forth in (4) above.

(6) Hoses for loading a barge shall be furnished, connected, and disconnected by the Contractor.

(7) The temperature of any fuel oil loaded shall be at least 10°F below the flash point of the oil and in no case higher than 150°F if the cargo tanks are uncoated, or 135°F if coated; PROVIDED, however, that in no event shall the difference between the temperature of the oil entering the tanker manifold and the recorded temperature of sea water at the tanker's condenser intake exceed 70°F.